

## C O U N C I L   C O M M U N I C A T I O N

TO: THE CITY COUNCIL  
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE  
June 5, 1990

SUBJECT: **Joint Use Agreement between the City of Lodi and the Lodi Unified School District**

PREPARED BY: Ron Williamson, Parks and Recreation Director

**RECOMMENDED ACTION:** That the City Council approve the attached Joint Use Agreement between the City of Lodi and the Lodi Unified School District. This Agreement would cover a ten (10) year period of time.

Background Information: Over the past three and a half years we have been meeting with the school district to iron out a reflective agreement of what each sees as areas to be addressed and understandings of same.

The core of this agreement is to consolidate a number of agreements and try to bring it together into a general master agreement. This document will supersede:

1. Reciprocal use of recreation facilities executed April 19, 1969.
2. Reciprocal use of the Grape Bowl - renegotiated every three years.
3. Mowing services at District athletic fields, effective October 15, 1984.
4. Reciprocal use of Tokay High School pool, dated December 21, 1977.
5. And all other written agreements not otherwise noted herein between the City and District for reciprocal use of facilities are declared void.

### Major Items Covered Under This Joint Use Agreement

1. Mowing - The City of Lodi would continue to mow all school sites and open athletic field areas within the City limits of Lodi (including Woodbridge School). We have established the approximate number of times we'll mow, will provide equipment and manpower to do so, and will charge the school for this service on a per mow basis--accounting for same once a year. We currently mow all schools within the City limits but only charge for Woodbridge, Heritage, Lodi and Tokay High Schools. (See Exhibit A for our cost estimates for service.) Refer to pages 2-3 of Draft 7 for additional information.
2. Reciprocal Use of Facilities
  - A. Tokay/Lodi High Pools - We've addressed language for use and charges to City on a per hour basis for same. (Exhibit B is the school's estimates of cost to use per year.) Refer to pages 3-4 of Draft 7 for details.

B. Lodi Grape Bowl - Language again that will address school uses, scheduling requirements, use by Grape Festival, charges for use, staff of facility by both parties for use, accounting of uses by district, i.e., head count because of flat fee or head count fee, utility charges for use, food concession agreement, etc. (See Exhibit C for details of charges by City to District for uses.) Refer to pages 4, 5, and 6 of Draft 7 for additional details.

C. Other Facilities

This generally covers scheduling of all other facilities, both City and Schools, and charges for same. Refer to pages 6-7 of Draft 7.

3. Access to Facilities

A. Reservation/Bumping - Long an issue, especially with the School District. We've tried to clean up reservation procedures and address our concern of being bumped out of school facilities for very minor activities where school district's staff does not organize themselves and all of a sudden, schedules another use of facility on top of our program. Hopefully, the language and understanding of "emergency use" is understood and this problem will no longer exist. (The statement "requires closing or nonuse of such a facility" should provide us with **some** limited fears of cancellation.) Refer to page 7 of Draft 7.

B. Fees/Charges for Other Facilities

General language to address reciprocal use of other facilities reflecting actual operating costs to open/close, etc. Refer to page 7-8 of Draft 7.

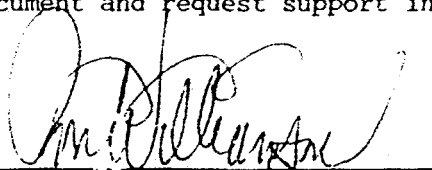
4. Hold Harmless

Addressing use liabilities, insurance language **for** both parties, damage statements of facilities and repair obligation of same, litigation language and the like. Refer to page 8 of Draft 7.

5. Yearly/Annual Settlement of Accounts

It is our plan to account for all uses and charges once a year on March 1. Each shall present their statements; the party owing money will make the appropriate payment to the other by April 1. Also, each shall present their anticipated uses or services to the other to assist both with budget preparation for the following year. Yes, this will be a paper nightmare but it's the general feeling by us (City) that we have been on the short end of the stick all these years and this will assist in better recognizing uses and financially we could or should realize about \$25,000 per year in school fees to us.

We appreciate your attention to this document and request support in its signing and implementation.



Ron Williamson  
Parks and Recreation Director

cc: Marilyn Field  
Scott Essin

Attachment

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor  
DAVID M. HINCHMAN  
Mayor Pro Tempore  
EVELYN M. OLSON  
JAMES W. PINKERTON, Jr.  
FREDM. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
CALL BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
TELECOPIER (209) 333-6795

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

April 5, 1990

Mrs. Joan L. Pipes  
Business Manager  
Lodi Unified School District  
815 West Lockeford Street  
Lodi, CA 95240

Subject: DRAFT NO. 7, JOINT USE AGREEMENT

Dear Joan:

Enclosed is what I hope is a final draft of the proposed Joint Use Agreement between the City and the School District. It includes the modifications discussed at our meeting of April 5, 1990.

Since we have done away with the need for an "Exhibit D", it now appears that we will be able to take this matter to the City Parks and Recreation Commission at its May 1, 1990 meeting, and on to the City Council on May 16, 1990.

Please let me know if this accurately reflects your understanding of the changes proposed.

Sincerely yours,



BOB W. McNATT  
City Attorney

BM:vc

attachment

cc: Ron Williamson, Director, Parks and Recreation

AGRLUSD1/TXTA.01V

AGREEMENT

AGREEMENT FOR RECIPROCAL USE AND MAINTENANCE OF PUBLIC FACILITIES

LODI UNIFIED SCHOOL DISTRICT

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THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 1990, by and between the CITY OF LODI ("City"), and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY ("District").

WITNESSETH:

WHEREAS, District and City have a mutual interest in the provision of adequate and attractive public facilities for education and recreation for the residents of Lodi and its environs; and

WHEREAS, both District and City have certain physical facilities, including pools, parks, stadiums, gymnasiums, and play areas which may be beneficially used by the other in a comprehensive program of serving the community; and

WHEREAS, City has certain maintenance personnel and equipment in its Parks and Recreation Department which have been effectively used by District on a contract basis; and

WHEREAS, District and City have in the past, executed a series of agreements for the mutual benefit and use of facilities and services; and

WHEREAS, in the continuing spirit of cooperation, District and City desire to consolidate and incorporate into a Master Agreement, these prior understandings and to provide explicitly for such joint use and benefit for the good of the residents of Lodi and the students of the District;

NOW, THEREFORE, BE IT AGREED between District and City as follows:

#### I. PREVIOUS AGREEMENT SUPERSEDED/NOVATION

Those agreements between District and City identified below in this section are superseded in their entirety and this Master Agreement shall be deemed a novation of such agreements:

1. Agreement for reciprocal use of recreational facilities executed April 19, 1969.
2. Agreement for reciprocal use of Lodi Grape Bowl effective September 1, 1988.
3. Agreement for mowing services at District athletic fields, effective October 15, 1984.
4. Agreement for reciprocal use of Tokay High School pool, dated December 21, 1977.
5. All other written agreements not noted herein between City and District for reciprocal use of facilities are declared void.

#### II. MOWING/MAINTENANCE

##### A. MOWING

1. City agrees to provide District with mowing services for the athletic fields at District campuses in the city limits of the

- City of Lodi, more particularly specified in **EXHIBIT A** attached hereto, and at the Woodbridge Middle School.
2. Such mowing shall occur weekly as needed, a maximum of **44** times per year, per site. City shall provide all necessary equipment and personnel for such mowing.
  3. District shall **pay City for mowing services on the basis of EXHIBIT A attached hereto. Any additional services requested by an authorized representative of the District, as designated, shall be billed at the hourly rate shown, and shall be done by City on an "as available" basis.**
  4. Charges by City are intended to reflect actual costs of providing such services and **may be** adjusted annually, based on the projected costs to City. City shall notify District by **March 1** of each year of any increase in charges, which shall become effective **July 1** thereafter.
  5. City shall be deemed an independent contractor under this agreement. **No** agency is intended or created by this agreement, and the City's employees shall not be deemed agents or employees of District.

#### 111. RECIPROCAL USE OF FACILITIES

##### A, TOKAY HIGH SCHOOL POOL/LODI HIGH SCHOOL POOL.

1. District shall make available to City the 50-meter pool at Tokay High School and the Lodi High School pool for community and/or recreational uses as scheduled, prior to and following school hours, beginning July 1, 1990 and at such other times as **may be** mutually agreed. City understands that during high school water

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polo (fall) and swim team season (spring), the pools will not be available until approximately 6:00 P.M. The City and District shall meet annually to discuss and confirm the year's schedule of uses. Such annual meeting shall take place prior to March 1 of each year. City and District shall annually meet to establish dates and times when the Tokay High School Pool will be used as a 50-meter pool without the bulkhead.

2. All use shall be scheduled by City at least thirty (30) days in advance.
3. Charges for use of such pools shall be on an hourly basis, as shown in EXHIBIT B attached hereto. District shall provide to City on an annual basis, a schedule of fees to be charged.
4. Charges by District are intended to reflect actual costs of providing and maintaining the pools, and may be adjusted annually based on projected costs to District. District shall notify City by March 1 of each year of any increase in charges, which shall become effective July 1 thereafter.

#### **B. LODI GRAPE BOWL.**

1. District shall have preferential right to use the Lodi Grape Bowl for football games scheduled by District with the exceptions noted below. District shall provide to City prior to the commencement of football season each year, a schedule of events in this regard. Such schedule shall be delivered or presented to City by District no later than May 1 of the year for which the schedule applies.

2. District shall have preferential right to use the Lodi Grape Bowl for graduation exercises and practice therefor, occurring in June of each year. Prior to **March 1 of** each year, a schedule of such events shall be delivered or presented to the City by District.
3. Other proposed uses **of** Lodi Grape Bowl by District shall be approved not less than thirty **(30)** days **in** advance by the City's Director of Parks and Recreation.
4. District understands its right to **use** the Lodi Grape Bowl **is** subordinate to City **uses** and to the prior claims and use **of** the Lodi Grape Bowl by the Lodi Grape Festival and National Wine **Show**, normally conducted in mid-September **of** each year. District shall have priority during the traditional football season in the fall **of** each year. All other uses shall be on an equal first call/need basis **.**
5. Charges for **use of** Lodi Grape Bowl shall be as shown in **EXHIBIT C** attached hereto, which may be amended on a year-to-year basis.
6. Charges shown in EXHIBIT C are based on present levels of maintenance and condition **of** facilities. **Any** additional services or improvements requested by District shall be subject to **contribution by** District based on negotiations between the parties hereto.
7. City agrees to staff the Lodi Grape Bowl with appropriate maintenance/standby personnel to coordinate and operate the general use of this facility. If the activity **is** of such a nature as to require above and beyond City staff levels, District will be responsible for a required additional compensation above normal rental fees under this agreement. District shall furnish



all other activity-related personnel and security personnel as required by City. This shall be coordinated and agreed upon by the Parks and Recreation Department administrative staff and appropriate District authorities responsible for the conduct of such activity, and any other given activities as to staffing requirements.

- 8, District shall provide to City on or before March 1 of each year, a full and complete accounting statement of all monies owed under this agreement, and District shall pay monthly or when billed, for electricity and other utilities furnished to District. Billing will be administered by the City's Finance Department.
9. During District's use of the Lodi Grape Bowl, District or associated students of Tokay High School and Lodi High School may operate food concessions during any games or events scheduled by District. During such events, District shall have an exclusive right to the operation of the concession stands and the sale of food, beverages, etc. during all games or performances scheduled by District. District shall be entitled to retain all proceeds from the operation of said concessions. It is further agreed that District may assign the right to operation of the concession stands, provided that advance notice is given to City, and that all concession stands are surrendered following such performance or event in a clean and usable condition.

#### C. OTHER FACILITIES.

1. District may, upon thirty (30) days notice to the City's Director of Parks and Recreation, utilize such other City facilities, including

but ~~not~~ limited to Kofu, Blakely, Zupo, Armory, and Lodi Lake Parks and/or recreation areas as ~~may~~ be mutually agreed.

2. City ~~may~~, upon thirty (30) days written notice to District, utilize ~~such~~ other District facilities as ~~may~~ be mutually agreed.
3. Charges for the **use** of such facilities shall be negotiated on an individual basis.

#### IV. ACCESS TO FACILITIES

##### A. RESERVATIONS/BUMPING.

1. The parties hereto agree that wherever possible, reservations for all facilities shall be ~~made~~ at least thirty (30) working days or ~~more~~ in advance. Neither party shall be obligated to allow use or reservations **on** less than thirty (30) working days notice, but ~~may~~ do so on an "as available" basis.
2. ~~Reservation~~ requests shall be ~~made~~ in writing to the City Recreation Superintendent or School Principal responsible for the site requested. The party requesting shall be advised within fifteen (15) working days of the approval/disapproval of the request.
3. ~~Once~~ a reservation is confirmed, the confirming party shall not cancel or ~~bump~~ **such** reservation, **absent** emergency circumstances. For purposes of this section, "emergency" is defined as an unforeseeable event or ~~circumstance~~ occurring after a reservation is ~~made~~ or confirmed, and which requires the closing or non-use of such facilities.

##### B. FEES/CHARGES FOR OTHER FACILITIES.

1. City and District agree that upon such reciprocal use of the other's facilities, charges shall reflect actual operating costs, determined

on **an** hourly basis, and including but not limited to such factors as **cleaning**, maintenance, preparation, lighting, and opening/closing of such facilities. Hourly rates for such facilities and services shall **be** calculated and recalculated annually and provided to the other party not later than March **1** of each year, and shall become effective July **I** thereafter.

2. A minimum **of** two (2) hours shall be charged for the opening/closing or **preparation** of each facility provided to the other, whether or not such preparation **time occurs** during or after normal duty hours.

#### **V. HOLD HARMLESS**

- A. The user of **facilities** hereunder agrees to save, defend and hold **harmless** the owner of any facility for any and all damages arising **from** such reciprocal use by District or City, save and except those **damages** or portion **of damages** directly attributable to the owner's **negligence** in owning, using, operating or maintaining **of** the property.
- B. Each party hereto is charged with the duty to inspect for apparent defects prior to the use of any facility demised hereunder.
- C. During any use of any facility demised hereunder, the user shall **be** liable to the owner for any damage to such property caused **by the** user, or third parties present at the invitation or suffrage of the **party** using the property.
- D. The prevailing party in any dispute arising under this agreement shall be entitled to reasonable attorney's fees incurred in the litigation or adjudication of such disputes.

VI. TERM OF AGREEMENT

- A. The term of this agreement shall be for ten (10) years, commencing July 1, 1990.
- B. This agreement may be cancelled at any time by either party, by giving to the other **six (6)** months written notice.

VII. YEARLY/ANNUAL SETTLEMENT OF ACCOUNTS

To avoid unnecessary paper work and confusion, it is agreed between the parties that billings for all **reciprocal use under this agreement** shall be done annually. On March 1 of each year, City and District shall present each to the other an itemized billing and account for reciprocal use and/or maintenance of the facilities described herein for the previous twelve months. After set off and deduction for amounts due by each party, the excess balance, if any, owed to the other shall be tendered no later than April 1 of each year.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal corporation

LODI UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY

By \_\_\_\_\_  
THOMAS A. PETERSON  
City Manager

By \_\_\_\_\_  
JOAN L. PIPES  
Business Manager

Attest :

Attest:

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

\_\_\_\_\_  
Clerk of the Board of Trustees  
of said District

Approved as to Form:

\_\_\_\_\_  
BOBBY W. McNATT  
City Attorney

# EXHIBIT A

## MOWING SERVICES CHARGES ATHLETIC FIELDS

### LODI UNIFIED SCHOOL DISTRICT

FACILITY =====	ACRES =====	COST =====	COST/YEAR =====	HOURS =====	HOURS/YEAR =====
Lakewood School	5.00	\$ 78.42	\$ 3,450.43	2.50	110.00
Woodbridge School	5.00	94.10	4,140.52	3.00	132.00
Washington Schqol	5.08	95.67	4,209.53	3.05	134.20
Nichols School	5.75	69.01	3,036.38	2.20	96.80
Vinewood School	2.00	47.05	2,070.26	1.50	66.00
Needham School	2.00	51.76	2,277.29	1.65	72.60
Lodi High School	25.00	178.80	7,866.99	5.70	250.80
Erma Reese School	6.00	69.95	3,077.79	2.23	98.12
Heritage School	2.00	59.60	2,622.33	1.90	83.60
Tokay High School	21.00	167.82	7,383.93	5.35	235.40
Senior Elementary	12.00	117.63	5,175.65	3.75	165.00
Lawrence School	8.00	75.28	3,312.42	2.40	105.60
TOTALS	98.83	\$1,105.09	\$48,623.52	35.23	1,550.12

Operator salary per hour  
Mower cost per hour

\$11.12  
\$14.62

- As determined by depreciation/amortization  
of equipment utilized by the City of Lodi

Benefits per hour

\$ 5.63

TOTAL COST PER HOUR

531.37  
=====

# **lodi unified school district**

**DIVISION OF BUSINESS SERVICES**  
815 West Lockeford Street, Lodi, California 95240

May 1, 1990

Mr. Ron Williamson  
Lodi Parks & Recreation Dept.  
125 N. Stockton St.  
Lodi, CA 95240

Re: Pool Calculations- 1990-91 Hourly Rate

Dear Ron:

The estimated cost for 1990-91 was based on actual costs for period 1/89 to 12/31/89, and estimated percentage increases applied to the costs.

	Actual Cost Tokay High	Est. % of Increase 1990-91	Amount of Increase	Total Est. Cost 1990-91
Salaries & Benefits	53,873	4%	2,155	56,028
Supplies & Maintenance	15,782	2%	316	16,098
Water	960	- 0 -	960	960
Electric	32,979	(12/90) 6.4%	1,224	34,203
		(7/90) 2%		
Gas	23,367	(1/91) 3%	591	23,958
bulkhead	1,036	4%	41	1,077
phone	53	-0-	-0-	53
Other				
	<b>\$128,050</b>			<b>\$132,377</b>

The hours used to determine hourly rate are the total hours used for 1989-90. This includes LUSD usage and the Recreation Dept.

$\$132,377 / 2351 \text{ Hrs} = \$56.31 \text{ per hour.}$

Tokay Pool Est. Rec. Dept. usage 90-91:

600 hrs. @ \$56.31

33,786

Lodi Pool Est. Rec. Dept. usage 90-91:  
(Est. 1/3 cost to operate Lodi Pool)

$\$56.31 \times .3334 = \$18.77 \text{ per hr.} \times 1,000 \text{ hrs.}$

18,770

Total Est. for 1990-91

\$ 52,556

Sincerely,

  
Joan L. Pipes  
Business Manager

JLP/jm

	Business Manager	Purchasing	Accounting
Lodi (209)	331-7121	331-716C	331-7127
Stockton (209)	953-8121	953-8160	953-8127

**EXHIBIT C**

USE CHARGES FOR LODI GRAPE BOWL 1989-90

LODI UNIFIED SCHOOL DISTRICT

The consideration to be paid by District to City shall be:

a) **7.04** per kilowatt hour or any increase that should occur during the dates of this Agreement for all electricity actually used by DISTRICT.

b) CITY shall receive whichever amount is greater of the following for each football event that is sponsored by DISTRICT when admission is charged:

(1) A guaranteed base of three hundred fifty dollars **(\$350.00)**

OR

(2) Fifty cents **(80.50)** for each adult person and twenty-five cents (\$0.25) for each high school age student in attendance.

(3) No charge shall be made for the team members, coaches, game officials, spirit team members, assigned school activity staff, ambulance and first aid standby personnel, and police or security officers.

c) All other activities of District in the Lodi Grape Bowl shall be individually considered for cost to City, at which time a fee will be established for use based on actual costs to CITY for the operation of such stadium.

# School Ballfield Use Costs 1990

Location	Average Number of (per season)		Cost of		Total
	Games	Practices	Games	Practices	
Zupo (Lodi)	10	50	\$483.70	\$806.17	\$1,289.87
Armory (Lodi)	10	50	483.70	806.17	1,289.87
Kofu (Tokay)	10	50	483.70	806.17	1,289.87
Complex (Lodi)	10	50	483.70	806.17	1,289.87
Complex (Tokay)	10	50	483.70	806.17	1,289.87
Blakely (Lodi)	10	50	483.70	806.17	1,289.87
<b>*Total</b>			<b>\$2,902.22</b>	<b>\$4,837.03</b>	<b>\$7,739.24</b>

Cost per practice preparation ♦ 1 1/2 hours @10.75 = \$16.12

Cost per game preparation ♦ 2 1/2 hours @10.75 = 26.87

Cost to Open/Close park ♦ 2 hours @10.75 = 21.50

*\* This figure does not include tournament or play-off games. A seperate contract will need to be completed to conduct same on City of Lodi athletic facilities. Charges will be addressed seperately above and beyond general school scheduled use above.*

♦ *Hourly rate includes salary and benefits*